

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>AULISTAR MARK, HANCHEN LU and</b>	:	
<b>ANDREW HUDSON, Individually and on Behalf of</b>	:	
<b>All Others Similarly Situated,</b>	:	
	:	
<b>Plaintiffs,</b>	:	Civil Action No. 1:13-cv-04347-AJN
<b>-against-</b>	:	
	:	
<b>GAWKER MEDIA LLC, and NICK DENTON,</b>	:	
	:	
<b>Defendants.</b>	:	
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**AFFIDAVIT OF JESSE MA**

JESSE MA declares, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am of legal age and am competent to make this Declaration. I have personal knowledge of the facts sets forth in this Declaration, or I have learned said facts.
2. I served as an intern in the legal department of Gawker Media, LLC (“Gawker”) from January of 2009 until July 2009. In August of 2009, Gabrielle “Gaby” Darbyshire, former COO of Gawker, hired me as a full-time Legal Associate. I subsequently was promoted to Senior Legal Associate, and most recently, Associate Counsel. I left that position with Gawker on December 31, 2013 to begin a four week sabbatical, after which I will no longer be employed by Gawker.
3. My internship was unpaid, and I understood that from the outset. I began my internship in the spring semester of my third year at Fordham University School of Law. I did not receive school credit for the internship.
4. I met Gaby when she spoke at my law school during a brown bag lunch event. The purpose of the brown bag lunch was not to recruit interns. At the event she described what her experience was like working in-house, the challenges of working at an online media company, and other topics in media law. I approached Gaby with the idea of being a legal intern for Gawker. After exchanging several emails, Gaby decided to take me on as a legal intern.

5. I was not required to keep any set schedule or number of hours. During the Spring 2009 school semester I came into the New York office one day per week, and contributed the rest of my time remotely. In total, I interned about 10-20 hours per week, and the scheduling was completely flexible. I chose how many hours to intern per week based on my school schedule and the limits my school imposed on internships.

6. I did not receive formal training, but Gaby asked me to do discrete legal tasks, such as contract review, research, or drafting letters. I also gained experience by shadowing Gaby and observing what she did day-to-day.

7. It was a very special opportunity to have a hands-on experience looking at the type of agreements a company such as Gawker dealt with on a daily basis. These included talent releases, service provider agreements, and non-disclosure agreements.

8. I was never allowed to send out anything I wrote without Gaby's prior review. I would draft a document to review with her, and after her review and editing, the document would be sent from Gaby under her name, not from me.

9. I sought out an internship with Gawker because I thought that the company was in an interesting industry and dealt with unique legal issues. The internship was very helpful to me in that I learned that I wanted to work in-house at a start-up company rather than as an associate at a law firm after I graduated from law school. I also learned how to work at the fast pace that start-ups demand, how to work in an entrepreneurial environment, and how to effectively review contracts.

10. When I was hired as a full-time Gawker employee, I did not go through a formal application and interview process. I ended my internship just prior to taking the New York Bar Exam in July 2009. After that, I contacted Gaby and sought a full-time job. She conferred with Scott Kidder, Manager of Finance and Business Development at the time (and now Vice President, Operations), and then asked me come in for a brief interview with the both of them. After the interview, I was hired in August 2009.

11. After I was hired full-time at Gawker, I oversaw two summer legal interns, one in the summer of 2011 and the other in the summer of 2012. The interns were typically in the office Monday through Friday from about 9:30am-5pm, but we were very flexible if they wanted or needed time off. Neither intern received school credit. We paid them each a monthly stipend.

12. The interns would shadow me to observe what I did day-to-day. I gave them research projects, and they drafted letters and documents that I would review and edit with them. I also showed them a variety of contracts and taught them what parts of a contract are most relevant to Gawker's interests.

13. I think that while both summer interns were bright, they were not helpful to the legal department in completing more work or completing the work faster. It was mostly a learning experience for them. The legal department would not have had to hire additional paid employees to complete the tasks the interns did if the interns were not there.

14. I believe my internship with Gawker was an extremely important part of my getting a full-time job there. After six months serving as an intern, Gaby knew my knowledge and skill set well. She knew I was familiar with how things were done at the company, and she trained me from the start.

15. Before I provided the information for this declaration, I was asked if I intended to join the current lawsuit (I do not). Before I provided the information for this statement, certain information was communicated clearly to me, including that my participation was completely voluntary. Then, I made a voluntary decision to provide the information for and to sign this statement.

I declare under the penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.

Executed this 9 day of January, 2014 in New York.

A handwritten signature in black ink, appearing to read "Jesse Ma.", is positioned above a horizontal line.

JESSE MA